

**MOORPARK CITY COUNCIL
AGENDA REPORT**

TO: Honorable City Council

FROM: Dave Klotzle, City Engineer/Public Works Director 
Prepared By: Shaun Kroes, Senior Management Analyst 

DATE: May 22, 2012 (CC Meeting of 06/06/12)

SUBJECT: Consider Amendment No. 6 to Agreement for Street Sweeping Services

BACKGROUND/DISCUSSION

On January 5, 2000, the City entered into an Agreement with Pacific Sweep for street sweeping services. Pacific Sweep sweeps City-owned streets, the Metrolink parking lots, and Caltrans' streets that are within the city limits (Los Angeles Avenue, Moorpark Avenue, and Walnut Canyon Road). The City receives reimbursement from Caltrans for State streets swept by Pacific Sweep.

The Agreement has been amended five times. The first amendment was on October 10, 2005, when the Agreement's term was extended from December 31, 2005, to December 31, 2010. The second amendment was on April 8, 2010, when Pacific Sweep's name was changed from Pacific Sweep to David S. Hopkins doing business as Pacific Sweep. The third amendment was on December 30, 2010, when the Agreement's term was extended from December 31, 2010, to June 30, 2011. The third amendment also granted Pacific Sweep permission to store one of its street sweeping vehicles on City property and included additional insurance and indemnification requirements. The fourth amendment was on June 9, 2011, when the Agreement's term was extended from June 30, 2011 to December 31, 2011. The fifth amendment was on December 28, 2011, when the Agreement's term was extended from December 31, 2011 to June 30, 2012.

The current Agreement with Pacific Sweep is set to expire on June 30, 2012. Future street sweeping costs may be reimbursed to the City from the City's franchise solid waste haulers. On April 18, 2012, the City Council approved extending the City's existing solid waste Franchise Agreements to September 30, 2012, while transition discussions continue. Consequently, the street sweeping Agreement should be extended for another six months, to December 31, 2012, while the City's solid waste Franchise Agreements' negotiations continue. Staff is also requesting that the City Manager be authorized to extend Pacific

Sweep's Agreement an additional six months from January 1, 2013 to June 30, 2013, if determined by the City Manager to be necessary.

Similar to other long-term service agreements, the street sweeping Agreement includes an annual rate increase based upon calculated increases to the Consumer Price Index (CPI). The current street sweeping Agreement caps the annual CPI increase at seven percent. Staff is proposing to reduce the CPI increase cap from seven percent to five percent.

FISCAL IMPACT

The five percent cap on CPI increases would reduce the potential future increase of street sweeping services. Amendment No. 6 will also include the extension of street sweeping services until December 31, 2012. The City's FY 2012/13 draft budget has sufficient funds to cover the extension of street sweeping services.

STAFF RECOMMENDATION

Authorize the City Manager to sign Amendment No. 6 to the Agreement for Street Sweeping Services, capping the annual CPI increase to five percent and extending the Agreement until December 31, 2012, with an additional six-month extension option.

Attachment:

Draft Amendment No. 6 for Street Sweeping Services

AMENDMENT NO. 6

AGREEMENT BETWEEN THE CITY OF MOORPARK AND DAVID S. HOPKINS
DOING BUSINESS AS PACIFIC SWEEP FOR STREET SWEEPING SERVICES

THIS AMENDMENT TO AGREEMENT, made and entered into this ____ day of _____, 2012, by and between the City of Moorpark, a municipal corporation located in the County of Ventura, State of California, hereinafter referred to as "City" and David S. Hopkins doing business as Pacific Sweep, hereinafter referred to as "Contractor".

WITNESSETH

Whereas, on January 5, 2000, the City and Contractor entered into an Agreement for certain street sweeping services to be provided to City by Contractor; and

Whereas, on October 10, 2005, Amendment No. 1 to the Agreement was approved, extending the Term to December 31, 2010; and

Whereas, on April 8, 2010, Amendment No. 2 to the Agreement was approved, changing Contractor's name from Pacific Sweep to David S. Hopkins doing business as Pacific Sweep; and

Whereas, on December 30, 2010, Amendment No. 3 to the Agreement was approved, amending the Agreement to permit storage of a street sweeping vehicle on City property, and extending the Agreement from December 31, 2010 to June 30, 2011; and

Whereas, on June 9, 2011, Amendment No. 4 to the Agreement was approved, extending the Agreement from June 30, 2011 to December 31, 2011, with an option for an additional six (6) month extension from December 31, 2011 to June 30, 2012; and

Whereas, on December 28, 2011, Amendment No. 5 to the Agreement was approved, extending the Agreement from December 31, 2011 to June 30, 2012; and

Whereas, the City desires to extend the Agreement from June 30, 2012 to December 31, 2012; and

Whereas, the City desires the option to extend the Agreement for an additional six (6) months from December 31, 2012 to June 30, 2013; and

Whereas, the City desires to adjust the cost-of-living increase formula detailed in Section III(B)(4) of the original Agreement from seven percent (7.00%) to five percent (5.00%); and

Whereas, both City and Contractor agree to the adjustments to the Agreement and now wish to document said Agreement by jointly approving this Amendment No. 6 to the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, benefits, and premises herein stated, the parties hereto agree to amend the aforesaid Agreement as follows:

I. TERM

The term of the Agreement is extended to December 31, 2012. The City Manager shall be granted the authority to extend the Agreement an additional six (6) months from December 31, 2012 to June 30, 2013.

II. COMPENSATION

Section III Part B is hereby replaced with the following language and reads:

Cost of Living Increase. Effective July 1 of each year, the curb-mile rate may be adjusted to reflect any change to the cost-of-living. Contractor shall notify the City in writing forty-five (45) days or more prior to July 1 of the proposed changes in said curb-mile rate. The proposed change shall be either the change to the Consumer Price Index (CPI), using the U.S. City Average for All Urban Consumers All Items Indexes for the previous 12-month period (April to previous April) or five percent (5%), whichever is less. Said changes consistent with the above limits shall become effective July 1 unless the City notifies the Contractor in writing of its rejection of the intended changes in curb-mile rate. A written request for changes in excess of the above limits must be submitted to the City forty-five (45) days prior to the proposed effective date and requires City Council approval to become effective.

III. Remaining Provisions

All other provisions of the aforesaid Agreement shall remain in full force and effect.

CITY OF MOORPARK:

DAVID S HOPKINS, DBA PACIFIC
SWEEP:

Steven Kueny, City Manager

David S. Hopkins, Owner

ATTEST:

Maureen Benson, City Clerk